

## **APPENDIX RECORDING**

**TABLE OF CONTENTS**

<b>1. INTRODUCTION .....</b>	<b>3</b>
<b>2. DEFINITIONS.....</b>	<b>3</b>
<b>3. RESPONSIBILITIES OF THE PARTIES .....</b>	<b>5</b>
<b>4. BASIS OF COMPENSATION.....</b>	<b>6</b>
<b>5. LIABILITY .....</b>	<b>6</b>
<b>6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS .....</b>	<b>8</b>

**APPENDIX RECORDING  
(Recording, Message Processing And  
Provision Of Interexchange Carrier Transported  
Message Detail Appendix)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions under which SBC-13STATE will provide recording, message processing and message detail services as described in **Exhibit I** and **Exhibit II**, Exhibits I and II are part of this Appendix by reference.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.

**2. DEFINITIONS**

- 2.1 “**Access Usage Record (AUR)**” - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message and is subsequently used to bill access to Interexchange Carriers (IXCs).
- 2.2 “**Assembly and Editing**” - the aggregation of recorded customer message details to create individual message records and the verification that all necessary information required ensuring all individual message records meet industry specifications is present.
- 2.3 “**Billing Company**” - the company that bills End Users for the charges incurred in originating and terminating IXC transported calls.
- 2.4 “**Billable Message**” - a message record containing details of a completed IXC transported call which is used to bill an end user.
- 2.5 “**Centralized Message Distribution System (CMDS)**” - the national network of private line facilities used to exchange Exchange Message Records (EMR) formatted billing data between SBC-13STATE and the Billing Company.
- 2.6 “**Data Transmission**” - the forwarding by SBC-13STATE of IXC transported toll message detail and/or access usage record detail in EMR format over data lines or on magnetic tapes to the appropriate Billing Company.
- 2.7 “**Exchange Message Record (EMR)**” - Industry standard message format as described in accordance with the Telcordia Practice BR010-200-010 developed for the interexchange of telecommunications message information.

- 2.8 **“Interexchange Carrier (IXC)”** - A third party transmission provider that carries long distance voice and non-voice traffic between user locations for a related recurring fee. IXCs provide service interstate and intrastate. In some states IXCs are permitted to operate within a LATA.
- 2.9 **“Interexchange Carrier Transported”** - telecommunications services provided by an IXC or traffic transported by facilities belonging to an IXC.
- 2.10 **“Local Access and Transport Area (LATA)”** - service areas defined in FCC Docket 78-72.
- 2.11 **“Message Processing”** - the creation of individual EMR formatted billable message detail records from individual recordings that reflect specific billing detail for use in billing the End User and/or access usage records from individual recordings that reflect the service feature group, duration and time of day for a message, Carrier Identification Code, among other fields, for use in billing access to the Interexchange Carriers. Message Processing includes performing CMDS online edits required to ensure message detail and access usage records are consistent with CMDS specifications.
- 2.12 **“Originating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to originate calls thereby providing originating exchange access to IXCs.
- 2.13 **“Provision of Message Detail”** - the sorting of all billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau, splitting of data into packs for invoicing, and loading of data into files for data transmission to CLEC for those records created internally or received from other Local Exchange Carrier Companies or Interexchange Carriers through **SBC-13STATE**’s internal network or national CMDS.
- 2.14 **“Record”** - a logical grouping of information as described in the programs that process information and create the magnetic tapes or data files.
- 2.15 **“Recording”** - the creation and storage on magnetic tape or other medium of the basic billing details of a message in Automatic Message Accounting (AMA) format.
- 2.16 **“Service Switching Point (SSP)”** - a signaling point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 2.17 **“Recording Company”** - the company that performs the functions of recording and message processing of Interexchange Carrier (IXC) transported messages and the provision of message detail.

- 2.18 **“Switching Control Point (SCP)”** - the real time database system that contains routing instructions for 800 calls. In addition to basic routing instructions, the SCP may also provide vertical feature translations, i.e., time of day, day of week routing, out of area screening and/or translation of the dialed 800 number to its assigned working telephone number.
- 2.19 **“800 SCP Carrier Access Usage Summary Record (SCP Record)”** - a summary record which contains information concerning the quantity and types of queries launched to an SBC-13STATE SCP. In those situations where charges are applicable for the production and delivery of SCP records, such charges will be those specified in **Exhibit II** pertaining to the production and forwarding of AUR data.
- 2.20 **“Terminating Local Exchange Carrier Company”** - the company whose local exchange telephone network is used to terminate calls thereby providing terminating exchange access to IXC's.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 SBC-13STATE will record all IXC transported messages for SPRINT carried over all Feature Group Switched Access Services that are available to SBC-13STATE provided recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by SBC-13STATE -provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by SBC-13STATE.
- 3.2 SBC-13STATE will perform assembly and editing, message processing and provision of applicable access usage record detail for IXC transported messages if the messages are recorded by SBC-13STATE.
- 3.3 SBC-13STATE will provide access usage records that are generated by SBC-13STATE.
- 3.4 Assembly and editing will be performed on all IXC transported messages recorded by SBC-13STATE, during the billing period established by SBC-13STATE and selected by SPRINT.
- 3.5 Standard EMR record formats for the provision of billable message detail and access usage record detail will be established by SBC-13STATE and provided to SPRINT.
- 3.6 Recorded billable message detail and access usage record detail will not be sorted to furnish detail by specific end users, by specific groups of end users, by office, by feature group or by location.
- 3.7 SBC-13STATE will provide message detail to SPRINT in data files, via data lines (normally a File Transfer Protocol), utilizing an 800 dial up or the Internet to receive

and deliver messages or a network data mover facility, using software and hardware acceptable to both parties.

- 3.8 In **Exhibit II**, SPRINT will identify separately the location where the data transmissions should be sent (as applicable) and the number of times each month the information should be provided. SBC-13STATE reserves the right to limit the frequency of transmission to existing SBC-13STATE processing and work schedules, holidays, etc.
- 3.9 SBC-13STATE will determine the number data files required to provide the access usage record detail to SPRINT.
- 3.10 Recorded billable message detail and/or access usage record detail previously provided SPRINT and lost or destroyed through no fault of SBC-13STATE will not be recovered and made available to SPRINT except on an individual case basis at a cost determined by SBC-13STATE.
- 3.11 When SBC-13STATE receives rated billable messages from an IXC or another Local Exchange Carrier (LEC) that are to be billed by SPRINT, SBC-13STATE will forward those messages to SPRINT.
- 3.12 SBC-13STATE will record the applicable detail necessary to generate access usage records and forward them to SPRINT for its use in billing access to the IXC.

#### 4. BASIS OF COMPENSATION

- 4.1 SBC-13STATE as the Recording Company, agrees to provide recording, assembly and editing, message processing and provision of message detail for Access Usage Records (AURs) ordered/required by SPRINT in accordance with this agreement on a reciprocal, no-charge basis. SPRINT agrees to provide any and all Summary Usage Records (SURs) required by SBC-13STATE on a reciprocal, no-charge basis. The parties agree that this mutual exchange of records at no charge to either party shall otherwise be conducted according to the guidelines and specifications contained in the Multiple Exchange Carrier Access Billing (MECAB) document.

#### 5. LIABILITY

- 5.1 Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Agreement where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages.
- 5.2 When SBC-13STATE is notified that, due to error or omission, incomplete data has been provided to SPRINT, SBC-13STATE will make reasonable efforts to locate

and/or recover the data and provide it to **SPRINT** at no additional charge. Such requests to recover the data must be made within thirty (30) calendar days from the date the details initially were made available to **SPRINT**. If written notification is not received within thirty (30) calendar days, **SBC-13STATE** shall have no further obligation to recover the data and shall have no further liability to **SPRINT**.

- 5.3 If, despite timely notification by **SPRINT**, message detail is lost and unrecoverable as a direct result of **SBC-13STATE** having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, **SBC-13STATE** will estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, **SBC-13STATE**'s liability to **SPRINT** shall be limited to the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail.
- 5.4 **SBC-13STATE** will not be liable for any costs incurred by **SPRINT** when **SPRINT** is transmitting data files via data lines and a transmission failure results in the non-receipt of data by **SBC-13STATE**.
- 5.5 **SPRINT** agrees to defend, indemnify, and hold harmless **SBC-13STATE** from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by **SPRINT**, its customers or end users. Except for **SBC-13STATE**'s sole negligence, **SPRINT** shall defend against all End Users' claims just as if **SPRINT** had provided such service to its End Users with its own employees.
- 5.6 **SPRINT** also agrees to release, defend, indemnify and hold harmless **SBC-13STATE** from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by **SBC-13STATE** employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.
- 5.7 **SPRINT** also agrees to release, defend, indemnify and hold harmless the Recording Company from any claim, demand or suit to perform under this contract should any regulatory body or any State or Federal Court find the existing terms of this contract to either be illegal, unenforceable, against public policy, or improper for the Recording Company.
- 5.8 **SBC-13STATE** makes no representations or warranties, express or implied, including but not limited to any warranty as to merchantability or fitness for intended or particular purpose with respect to services provided hereunder. Additionally,

**SBC-13STATE** assumes no responsibility with regard to the correctness of the data supplied by **SPRINT** when this data is accessed and used by a third party.

**6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.



## **EXHIBIT I SERVICES**

The attached pages of this Exhibit show the service options that are offered under this Agreement.

### **EXPLANATION OF SERVICE OPTIONS**

#### **ORIGINATING 1+ DDD RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

**Option #1:** This option has been withdrawn.

**Option #2:** The Recording Company performs recording, assembly and editing of the billable message detail and extracts that detail to the IXC for all 1+ IXC transported messages originating from SPRINT end office. The Recording Company creates Access Usage Records for this traffic and forwards those AUR records to SPRINT.

**Option #3:** The Interexchange Carriers do own billable message recording for their 1+ IXC transported messages originating from SPRINT end office. The Recording Company performs recording for Access purposes only, assembles and edits this data, creates AURs and forwards the AUR records to SPRINT..

#### **ORIGINATING OPERATOR RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL AND ACCESS USAGE RECORDS**

**Option #4:** SPRINT Non-Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for SPRINT.. The Recording Company performs recording at the operator switch for all 0+, 0-, Coin Sent Paid, CAMA and International IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to SPRINT..

**Option #5:** SPRINT Equal Access End Office - The Interexchange Carriers do own billable message recording. The Recording Company performs local and intraLATA operator services for SPRINT.. The Recording Company performs recording at the operator switch for 0- only IXC transported messages. The Recording Company assembles and edits this data, creates AURs and forwards the AUR records to SPRINT.

**Option #6:** This option has been withdrawn.

**Option #7:** This option has been withdrawn.

#### **800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL**

**Option #8:** Recording Company performs SSP function for SPRINT end office and bills query charge to the appropriate Interexchange Carrier. The Recording Company performs

recording for Access purposes only, assembles and edits this data, creates AURs and forwards AUR records to SPRINT..

### **800 RECORDINGS - IXC TRANSPORTED MESSAGE DETAIL (Continued)**

**Option #9:** This option has been withdrawn.

**Option 10:** Recording Company performs SCP function for SPRINT.. The Recording Company performs recording at the SCP, assembles and edits this data, creates SCP records and forwards SCP records to SPRINT..

### **TERMINATING RECORDINGS - IXC TRANSPORTED ACCESS USAGE RECORDS**

**Option 11:** Recording Company provides tandem function for SPRINT. SPRINT requests Recording Company to provide all Feature Group B, Feature Group C and Feature Group D terminating usage recordings including Feature Group B over D and Feature Group C over D. Recording Company creates terminating AURs for this data and forwards AUR records to SPRINT.

**Option 12:** Recording Company provides tandem function for SPRINT. SPRINT requests Recording Company to provide all Feature Group B terminating usage recordings excluding B over D. Recording Company creates terminating AURs for this data and forwards AUR records to SPRINT.

**Option 13:** Recording Company provides tandem function for SPRINT. SPRINT requests Recording Company to provide all Feature Group B terminating usage recordings including Feature Group B over D. Recording Company creates terminating AURs for this data and forwards AUR records to SPRINT.

**Option 14:** Recording Company provides tandem function for SPRINT. SPRINT requests Recording Company to provide all Feature Group D terminating usage recordings including B over D and C over D. Recording Company creates terminating AURs for this data and forwards AUR records to SPRINT.

**Option 15:** Recording Company provides tandem function for SPRINT. SPRINT requests Recording Company to provide all Feature Group D terminating usage recordings including B over D. Recording Company creates terminating AURs for this data and forwards AUR records to SPRINT.

**MESSAGE PROVISIONING**

**Option 16:** The Recording Company will forward all IXC transported message detail records or access usage records to **SPRINT** generated internally within the Recording Company system or received via CMDS from an Interexchange Carrier or another Local Exchange Carrier telephone company. **SPRINT** forwards rated IXC transported message detail or access usage detail to Recording Company for distribution to the appropriate billing company through **13STATE**'s internal network or using the CMDS network.

Form SW-1773-I

## EXHIBIT II

### INVOICE DESIGNATION

Effective January 1, 1999

COMPANY NAME:

EXCHANGE COMPANY I.D. NUMBER (OCN):

BILLABLE INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive billable messages daily.)

☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

Form SW-1733-III-B

AUR INVOICE INTERVAL:

Check One:

☐ Daily (Full Status RAO Companies will receive AURs daily.)

☐ Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1   3   5   7   9   11   13   15   17   19   21   23   25   27   29